

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DAVID YOUNG-WOLFF,	:	
	:	Case No. 12 Civ. 5230 (JPO) (MHD)
Plaintiff,	:	
	:	
v.	:	
	:	
JOHN WILEY & SONS, INC.,	:	
	:	
Defendant.	:	
-----X	:	

**DECLARATION OF KRISTIN KLIEMANN
IN SUPPORT OF DEFENDANT'S
OPPOSITION TO PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

I, **Kristin Kliemann**, pursuant to 28 U.S.C. § 1746, state as follows:

1. I am employed by Defendant John Wiley & Sons, Inc. ("Wiley") as a Vice President and Director of Global Rights. I respectfully submit this declaration, based upon my personal knowledge and review of documents provided to me, in support of Wiley's Opposition to Plaintiff's Motion for Summary Judgment.

2. In connection with this opposition, I have reviewed the documents produced to Plaintiff that are referenced below:

3. Wiley did not create a translation of *Psychology Around Us*, 1e. Wiley did not license the rights to foreign translations in the publication *Psychology Around Us*, 1e to any third party. The document referenced by Plaintiff, WILEY-YW 0003820, is not a list of foreign language licensees of *Psychology Around Us*, 1e, but rather, a list of licensees of foreign English language editions of this publication. Column "V" in WILEY-YW 0003820 indicates that all the products identified by Plaintiff are English-language products.

4. Wiley did not create a translation of *Early Childhood Education*, 1e. Wiley has not licensed the rights to create a foreign translations in the publication *Early Childhood Education*, 1e to any third party.

5. Wiley did not create a translation of *Algebra & Trigonometry*, 2e. Wiley has not licensed the rights to create foreign translations in the publication *Algebra & Trigonometry*, 2e to any third party.

6. Wiley did not create a translation of *Psychology in Action*, 8e. John Wiley & Sons International Rights, Inc. (“Wiley International”) did license the rights to create a translation of the publication *Psychology in Action*, 8e to third parties for translation into foreign languages. See WILEY-YW 2918-2920; 2924-2935. (Attached hereto as Exhibit A). When Wiley International licensed the rights to create a foreign translation of this publication, its contracts with the licensees explicitly stated that the “grant of rights shall not apply to any text, illustrations or supplemental material from other sources that may be incorporated in the original” publication. See WILEY-YW 2918, ¶ 1(c); WILEY-YW 2924, ¶ 1(c); WILEY-YW 2933, ¶ 1(c).

7. Wiley did not create a translation of *Abnormal Psychology* 11e. Wiley International did license the rights to create a translation of the publication *Abnormal Psychology* 11e to third parties for translation into a foreign language. See WILEY-YW 3959-3961. (Attached hereto as Exhibit B). When Wiley International licensed the rights to create a foreign translation of this publication, its contract with the licensee explicitly stated that the “grant of rights shall not apply to any text, illustrations or supplemental material from other sources that may be incorporated in the original” publication. See WILEY-YW 3959, ¶ 1(c).

8. Wiley did not create a translation of *Abnormal Psychology* 12e. Wiley International did license the rights to create a translation of the publication *Abnormal Psychology* 12e to third parties for translation into foreign languages. See WILEY-YW 2942-2944; 3962-3890; 4004-4035. (Attached hereto as Exhibit C). When Wiley International licensed the rights to do foreign translation of this publication, its contracts explicitly state that the “grant of rights shall not apply to any text, illustrations or supplemental material from other sources that may be incorporated in the original” publication. See WILEY-YW 2942, ¶ 1(c); WILEY-YW 3962, ¶ 1(c); WILEY-YW 3976, ¶ 1(c); WILEY-YW 4004, ¶ 1(c); WILEY-YW 4018, ¶ 1(c); WILEY-YW 4033, ¶ 1(c). In certain cases, Wiley International licensed the right to further sublicense the right to make translations of *Abnormal Psychology* 12e to John Wiley & Sons, Singapore Pte, Ltd and John Wiley & Sons (HK) Ltd. When those licensees then sublicense the foreign translation rights, the sublicensing agreements also expressly state that “the foregoing grant of rights does not apply to text or illustrations from other sources that may be incorporated into the original work.” See WILEY-YW 3966, ¶ 1; WILEY-YW 3980, ¶ 1; WILEY-YW 4008, ¶ 1; WILEY-YW 4022, ¶ 1.

9. After Wiley International licenses the text of its publications for translation to third parties, neither Wiley nor Wiley International have any involvement with the day-to-day publishing activities of those entities. Wiley and Wiley International do not supervise, control or direct the publication of the foreign-language versions.

10. Similarly, neither Wiley nor Wiley International has any involvement with the day-to-day publishing activities of the entities that license translation rights from John Wiley & Sons, Singapore Pte, Ltd and John Wiley & Sons (HK) Ltd. Wiley and Wiley International do

not supervise, control or direct the publication of the foreign-language versions produced pursuant to these licenses.

Dated: Boston, Massachusetts
May 7, 2015

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Kristin Kliemann
DocuSigned By: Kristin Kliemann
Kristin Kliemann